

1. Applicability

These general terms and conditions of sale (“**General Terms and Conditions**”) shall be applied to sale of Products to the Buyer. The “**Seller**” means Peikko Romania S.R.L., a Romanian Company (Company no: J52/1086/2018). The “**Buyer**” means a company or person that purchases Products from the Seller for business purposes only. “**Products**” means products sold or offered by the Seller to the Buyer. “**Quotation**” means quotation provided by the Seller to the Buyer detailing the price for the order and delivery timescales. “**Contract**” means a contract between the Seller and the Buyer for the sale of the Products. These General Terms and Conditions are an integral part of the Contract. These General Terms and Conditions shall be applied to all Contracts between the Seller and the Buyer (“**Parties**”) including all future Contracts even if the Parties will not expressly agree on application of these General Terms and Conditions. These General Terms and Conditions and Quotation shall take precedence over any other previous Contracts, promises, assurances, warranties, representations and understandings where written or oral between the Parties, unless otherwise agreed by the Parties in writing.

2. Delivery terms

Unless expressly otherwise agreed, the Products will be delivered FCA the Seller's warehouse (as per Incoterms 2020 or its subsequent version). The Seller will provide following documentation for Products: Declaration of Performance for Products which comply with harmonized standard EN1090 or ETA; Declaration of Conformity to other Products.

3. Prices, payment terms

Unless expressly otherwise agreed by the Parties, the agreed price shall be net price exclusive of VAT, i.e., it does not contain packing-, transport-, insurance-, or other similar costs, nor VAT that, if applicable, will be added to the price. Unless otherwise agreed, the Buyer shall pay the total purchase price in advance. In case of late payment, the Seller will be entitled for penalty equal to 0.02% of unpaid Items value per day of delay.

4. Retention of title

Title to the Products shall remain with the Seller until the purchase price has been fully paid.

5. Anticipated breach

In the event there is a justified reason to doubt the Buyer's liquidity, due to the facts that have arisen after conclusion of the Contract, the Seller may cease performance of its obligations, for example by preventing delivery of the Products to the Buyer or by preventing installation or other use of already delivered Products, until the purchase price has been fully paid or the Buyer has placed a security acceptable to the Seller.

6. Inspection of the Products

The Buyer shall duly inspect the delivered Products without delay and in any event no later than one (1) business day after the delivery. All visible defects shall be claimed with pictures taken before unloading the Products. Within the same time the Buyer shall familiarize itself with the delivery lists, written Product descriptions and other written material concerning the Products as well as with available Product information at the Seller's website www.peikko.ro. The Buyer shall make a written complaint concerning defective Products without delay and in any case no later than one (1) business day from delivery of the Products. Otherwise, the delivery is deemed to be accepted by the Buyer. Before installing, connecting or otherwise using the Products, the Buyer shall once more carry out duly inspection of the Products.

7. Liability of Seller for delayed delivery

In case of late delivery, Buyer will be entitled to liquidated damages equal to 0.01% of undelivered Products' value per day of delay, provided that the maximum amount of liquidated damages shall be 5% of the undelivered Products' value. The Seller will not be liable for any additional loss, damage, loss of profit or expense whether direct, indirect and which may be suffered by the Buyer by reason of late delivery of the Products from whatsoever cause such late delivery may arise and any claim made by the Buyer arising from or as a result of late delivery shall be subject to the provisions of clause 9 below.

8. Liability of Seller for non-conformity of the Products

Should the delivered Product be non-conforming (and provided that the Buyer has given a notice of the lack of conformity in compliance with Clause 6), the Seller may at its option and with its own cost either repair the non-conforming Products, replace the Products with conforming Products or reimburse to the Buyer the price paid for the non-conforming Products. The Seller's liability for non-conforming Products, including liability for delay due to nonconformity of Products, shall be subject to clauses 7 and 9.

9. Limitation of liability

The Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract or in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect loss arising under or in connection with the Contract. The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the purchase price of the Product(s). The limitation of liability is not valid should the Seller have been guilty for intentional misconduct or gross negligence.

The compensation of any loss or damage is excluded if and to the extent that such loss or damage is caused by the improper use, modification, assembly, installation and/or operation of the Products by the Buyer, and not by a fault on the part of the Seller.

10. Force majeure

A Party is not liable for damage or delay in so far as the damage or delay was due to impediment beyond its control, and provided that (i) it could not reasonably be expected to have taken into account the impediment at the time of the conclusion of the Contract; and (ii) it could not reasonably have avoided or overcome its effects. Such impediment can be, for example: (i) strike, lockout, boycott or other action of workmen also when a Party is itself an object or party thereof; (ii) war (whether declared or not), civil war or any other armed conflict, acts of terrorism or serious threats of terrorist attacks; (iii) acts of governments or any other acts of authority whether lawful or unlawful, blockade, siege or sanctions; (iv) fire or discontinuance of energy production, delivery of water, electricity or heating; (v) exceptional weather conditions or natural disasters such as but not limited to storm, cyclone, hurricane, earthquake, landslide, flood, drought, plagues, etc.; (vi) partial or total damage of machinery or plant; (vii) lack of components, parts, raw materials or fuel; (viii) discontinuance of common transport; or (ix) any event of a similar nature. Subcontractor's delay shall be deemed to constitute an acceptable force majeure situation should the subcontractor delay be due to circumstances described in this clause. A Party shall inform the other Party of the event of force majeure as well as of the termination of the force majeure, as soon as reasonably possible. In the event that force majeure continues longer than three months, both Parties have a right to terminate the Contract with immediate effect, and without liability.

11. Applicable law, dispute settlement

The Contract, the provisions of this Terms and Conditions of sale and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Romania, excluding the applicability of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, concluded on April 11, 1980 (CISG). Each Party irrevocably agrees that the courts of Bucharest shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Peikko Romania S.R.L.

General Terms and Conditions of Sale



Revisions:

Version	Published and effective since:	
1.0	August 2020	
1.1	2023-05-25	Clause 10; Covid-19 clause deleted.